

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kentucky Indiana Lumber - USLBM, LLC		11/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Swiss bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3371430	K-I	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 735-3717		
Email:	smarquez@skadden.com		
Correspondent Name:	Elena O. Keil		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2605		
NAME OF SUBMITTER:	Elena O. Keil		
SIGNATURE:	/Elena O. Keil/		
DATE SIGNED:	12/12/2014		
Total Attachments: 5			
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**TRADEMARK SECURITY AGREEMENT
(TERM LOAN FACILITY)**

TRADEMARK SECURITY AGREEMENT (TERM LOAN FACILITY), dated as of November 14, 2014 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and between KENTUCKY INDIANA LUMBER – US LBM, LLC, a Delaware limited liability company (the "Grantor") located at 1990 Larsen Road, Green Bay, Wisconsin 54303 and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss bank ("Credit Suisse") located at 11 Madison Avenue, New York, New York 10010, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Pledge Supplement, dated as of the date hereof, delivered by the Grantor, Grantor is party to a Pledge and Security Agreement (Term Loan Facility) dated as of May 2, 2014 (the "Security Agreement") by and among the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) (i) all of the Grantor's Trademarks and Trademark Licenses, including without limitation those referred to on Schedule I hereto (provided, that the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided further, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) (or any successor provision) or a statement of use pursuant to 15. U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

SECTION 4. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

SECTION 5. Intercreditor Agreement. All rights and obligations of the Collateral Agent under this Trademark Security Agreement shall be subject to the Intercreditor Agreement.

SECTION 6. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KENTUCKY INDIANA LUMBER -- US LBM, LLC

By: 

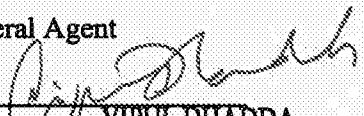
Name: Brian Hein


Title: Authorized Signer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,

as Collateral Agent

By: 
Name: VIPUL DHADDA
Title: AUTHORIZED SIGNATORY

By: 
Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Reg. No. (app. no.)	Registered (filed)	Owner	Status
K-I ®	U.S. Federal	3371430 (77024640)	22-JAN-2008 (19-OCT-2006)	Kentucky Indiana Lumber – US LBM, LLC	Registered